AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND PHOENIX GROUP INFORMATION SYSTEMS TO IMPLEMENT ALARM COMPLIANCE PROGRAM AND FALSE ALARM MANAGEMENT SERVICES

This Agreement ("Agreement") is entered into by and between Phoenix Group Information Systems ("PHX" or "Consultant") and the City of Redondo Beach ("City"). The Consultant shall provide the services described below in accordance with the terms and conditions set forth herein.

1. **PROCESSING SERVICES PROVIDED:**
PHX shall deliver to the CITY a False Alarm Processing Management System (FAMS) and grant access to the PHX FAMS database via the Internet. It will be the responsibility of PHX to provide, install, and operate the Professional Services Alarm Management Services Program, hereafter referred to as the "FAMS system," along with all necessary equipment and services, on a "software as a service" basis. PHX shall accurately convert and upload all relevant data downloaded from the City's existing primary alarm and accounts receivable databases to populate the FAMS system. Additionally, PHX shall ensure that effective interfaces are in place to facilitate shared access to current and accurate information, enabling all involved parties to benefit from the most up-to-date data.

2. **TERM:**
08/19/25 – 08/19/27, with an option to renew annually.

3. **TERMINATION:**
Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such

event shall be determined by the City in accordance with the percentage of the services completed by Consultant.

Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Consultant's breach of this Agreement.

4. **INDEMNITY:**
    To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

    a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

    b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5. **NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES:**
    No official or employee of the City shall be personally liable for any default or liability under this Agreement.

6. **COMPLIANCE WITH LAWS:**
Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.

7. **ALARM PERMITTING AND RENEWAL:**
The Consultant shall implement a system and process that: (a) Tracks and issues permits for alarm systems within the City, including renewal and revocation processes; b) Identifies alarm locations that are not registered; c) Reports on alarm permits with outstanding charges or fees.

8. **FALSE ALARM TRACKING AND INVOICING:**
The Consultant shall establish and operate a system that: a) Automates the generation of violation invoices and notices to alarm users in accordance with the City of Redondo Beach alarm ordinance; b) Maintains a record of false alarms at each site to identify repeat violators.

9. **COLLECTIONS:**
The system shall include proven financial management tools to facilitate fee collection, including: a) Automated late notices; b) Accounts receivable management; c) Aging and delinquency reports; d) Collection-related correspondence; e) Utilization of the California Franchise Tax Board (FTB) debt collection program for outstanding fines, if applicable.

10. **CUSTOMER SERVICE AND CITIZEN SELF-SERVICE PORTAL:**
The Consultant shall develop and maintain a secure website that: a) Displays the City's official seal; b) Facilitates online alarm registration, updates, and renewal processes; c) Allows users to review and manage their information; d) Supports online payments, including false alarm fees. Additionally, the Consultant shall provide a customer support system available Monday through Friday, 8:00 a.m. to 5:00 p.m. PST, including an appeal process with support as needed.

11. **FALSE ALARM REDUCTION PROGRAM AND PUBLIC INFORMATION:**
The Consultant shall implement strategies aimed at reducing false alarms, which may include: a) Targeted outreach efforts; b) Increased access to educational resources and information via web-based platforms; c) Other proven methods for false alarm reduction.

12. **REPORTING AND ANALYTICS:**

The Consultant shall provide an accessible reporting system allowing the City to generate and print financial, management, and statistical reports, including but not limited to:

a)   Number of new alarm permits issued and fees collected;
b)   Number of permits renewed annually and associated fees;
c)   Number of false alarms and fees collected;
d)   Counts of false alarms at each site;
e)   Status of delinquent fee and fine collections.

13. INVOICING AND REVENUE DISBURSEMENT:

The Consultant shall establish and maintain a comprehensive invoicing and revenue disbursement process that ensures accurate billing, timely collection, and proper distribution of funds. The following provisions shall apply:

Invoicing Procedures: a) The Consultant shall generate and deliver invoices for all billable services, including false alarm fees, permit fees, late penalties, and any other charges in accordance with the applicable municipal code and contractual terms. b) Invoices shall be issued promptly following the service date or occurrence of a billable event, utilizing electronic or other approved billing systems. c) The invoices shall clearly specify the amount due, due date, and payment instructions, including details for online payments when applicable.

Payment Collections: a) The Consultant shall utilize secure methods for collecting payments, including online payment portals, mail-in checks, or other approved means. b) All payments received shall be accurately recorded and reconciled with issued invoices.

Revenue Disbursement: a) The Consultant shall promptly disburse collected revenue in accordance with the instructions provided by the City, ensuring that funds are allocated correctly to permit fees, fines, penalties, or other designated categories. b) Disbursements shall be made on a regular basis (e.g., monthly or as otherwise agreed) and accompanied by detailed reports outlining the amounts collected, disbursed, and remaining balances.

Reporting:

The Consultant shall provide the City with detailed financial reports on a monthly basis, including but not limited to:

a) Total revenue collected;
b) Breakdown of revenue by category (permit fees, false alarm fees, penalties, etc.);
c) Disbursements made during the reporting period

14. ADDITIONAL RESPONSIBILITIES OF CONSULTANT:
a) PHX shall receive from the CITY a monthly report of false alarms within the City limits, recording and tracking false alarm frequency per location (by street

address and/or permit number) over any 12-month period, in compliance with the City's municipal code.

b) PHX will maintain and operate the alarm permit process, invoicing for all billable false alarms, permit fees, and related charges as specified by municipal code.

c) If a notification sent by PHX to an individual is returned with a change of address, it will be escalated to PHX Customer Service for update and resending. If a notification is undeliverable, the CITY will be notified.

d) PHX will initiate collection efforts per the CITY's preferences, limited to individuals overdue on renewal fees and penalties, including notices by mail, FTB notifications, and delinquent account collection activities.

e) PHX shall provide a PO Box/Lock Box for collection of all payments.

f) PHX will assign a toll-free number for the CITY, allowing individuals to speak directly with a live customer service representative for questions, billing, education, or other inquiries.

g) PHX's customer service team is committed to exceeding customer expectations through quality, efficiency, and responsiveness.

h) PHX will collaborate with the CITY to review and update the city ordinance related to alarms, false alarms, permits, penalties, fees, and fines, as needed.

15. **ADDITIONAL FUNCTIONS OF CONSULTANT'S SYSTEM:**

The Consultant's system shall be capable of performing the following functions:

a) Automatic Registration Number Management

Generate and assign registration numbers automatically for new alarm users.

b) Registration Documentation

Generate, print, and deliver registration certificates or documentation to registered alarm users.

c) Billing and Renewal Notices

Generate, print, and deliver billing statements and renewal notices to alarm users.

d) Non-Compliance Notices

Generate, print, and deliver notices of non-compliance to alarm users who are not registered.

e) False Alarm Management

Generate, print, and deliver notices of excessive false alarms to registered alarm users.

Generate, print, and deliver notices and billing statements to non-registered alarm users who trigger false alarms.

f) Alarm Consultant Directory

Establish and maintain a directory of alarm companies providing services within the City's geographical boundaries

g) Legal and Ordinance Reference

Provide a link to the City's Alarm Ordinance for reference and compliance purposes.

16. **GOVERNING LAW AND VENUE:**
   This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

17. **SEVERANCE:**
   Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

18. **WAIVER:**
   The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

19. **AMENDMENT:**
   This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

20. **ATTORNEY'S FEES:**
   In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

21. **CONFIDENTIALITY:**
   To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the Agreement or services hereunder.

22. **NOTICES:**
   Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties:

   For Consultant:
   Phoenix Group Information Systems
   Claire Murphy – Vice President
   claire@phxgis.com
   (714) 356-2547

For City:
City of Redondo Beach
Jason Kilpatrick -Communications Manager
Jason.kilpatrick@redondo.org
(310) 379-2477 ext 4901

Signed by:

Claire Murphy

310E6B36998449B...

Claire Murphy, Vice
President

Fee Schedule

FALSE ALARM MANAGEMENT SYSTEM		
Item	**Description**	**Cost**
One-Time Startup	Includes customized website for the CITY with online credit card processing for residents and business owners, integration of the CITY's business rules in compliance with ordinance, integration of any backlog and conversion from a previous system – **INCLUDED**.	**FREE OF CHARGE**
Monthly Fee	Cloud database, custom website for online payment processing including CITY's business rules, unlimited public website access, unlimited CITY website access, customer service for all individuals wanting to make payments with a live operator during business hours (Mon-Fri, 8:00 A.M. – 5:00 P.M.), permit lookup, toll-free numbers for both technical support and client/customer service support, Help Desk: clients can reach us immediately and all their concerns will be addressed, Live chat in real-time to the CITY through FAMS, reports, revenue management, and bank management, including monthly reconciliation and check disbursement – **INCLUDED**.	**FREE OF CHARGE**
FAMS Revenue Share	The FAMS Revenue Share includes the following fees: 1. Alarm Permitting & Renewal Fees 2. False Alarm Violation Fees 3. False Alarm Violation Late Fees 4. Reinstatement Fees 5. Delinquent Collections 6. Customer Service Revenue Share allows the CITY to benefit from PHX's FAMS at **NO UPFRONT COSTS!**	16% of fees collected
Postage	Current First-Class Mail® rates will be charged for all correspondence mailed. CITY will be notified of any postal increase – **INCLUDED**.	**FREE OF CHARGE**
Credit Card Payments	A credit card processing fee will be charged to the individual at no cost to the CITY – **INCLUDED.**	**FREE OF CHARGE**
Credit Card Chargebacks	If a chargeback occurs, the citation is re-opened, and the administrative fee is added – pass though cost for the AGENCY.	**INCLUDED**
Invoicing	Invoices, notices, and renewal letters customizable and include self-addressed and stamped return envelops for customers – **INCLUDED**.	**FREE OF CHARGE**

TRAINING		
Item	**Description**	**Cost**
Training	Full training of FAMS™ software for CITY staff. All training sessions can be digitally recorded and given to the CITY for future use and reference. A video can be provided for future training purposes - **INCLUDED**	**FREE OF CHARGE**

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Julia B. Traughber, CISR, CLCS		
Pacific Agents Alliance Insurance Agency; Julie Traughber Insurance Agency	PHONE (A/C, No, Ext): (818) 203-2209		FAX (A/C, No): (626) 799-7051
524 S Rosemead Blvd	E-MAIL ADDRESS: julie@julietraughberins.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
Pasadena CA 91107	INSURER A : Ohio Security Insurance Company		24082
INSURED	INSURER B : Twin City Fire Insurance Company		29459
Phoenix Group Information Systems	INSURER C : Houston Casualty Company		42374
2677 N Main St, Suite 440	INSURER D :		
	INSURER E :		
Santa Ana CA 92705	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** X CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY, PRO-JECT, LOC OTHER:	X		BKS58373560	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY, SCHEDULED AUTOS X HIRED AUTOS ONLY, X NON-OWNED AUTOS ONLY			BAS58373560	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS58373560	10/01/2024	10/01/2025	X PER STATUTE, OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Errors & Omissions (Professional) Liability plus Tech/Guard Cyber			H24TG31831-05	02/08/2025	02/08/2026	Errors&Omissions Lia	$3,000,000
							Tech/Cyber Liability	$3,000,000
							Deductible	$30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is agreed that the Redondo Beach Police Department is named as Additional Insured w/regard to General Liability coverages. All coverages are subject to the terms and conditions of each policy.

email: jason.kilpatrick@redondo.org

CERTIFICATE HOLDER	CANCELLATION
Redondo Beach Police Department 401 Diamond St Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Julia B Traughber*